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IN THE HIGH COURT OF DELHI AT NEW DELHI
RC.REV. 442/2018

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CHANDER WATI & ORS Petitioners

Through : Mr Munish Chhoker with
Mr K.C.Joshi, Advocates.

versus

USHA CHAUHAN & ORS Respondents

Through : None.

CORAM:

HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER

% 19.09.2018

CM No.37685/2018(exemption)

Allowed, subject to all just exceptions.

RC.REV. 442/2018 & CM No.37684/2018(stay)

By the present petition, the petitioners have assailed the impugned order dated 31.05.2018 of the learned Rent Controller (West), Tis Hazari Courts, Delhi, in Eviction Petition No. E-25814/2016 vide which the application filed by the petitioner herein seeking leave to defend and ordering eviction of the petitioner from tenanted premises as shown in green and red colour in the site plan 'A' of the property No.2364, admeasuring 125 sq. Yds. Shadi Khampur, West Patel Nagar, New Delhi, under Section 14(1)(e) of the Delhi Rent Control Act, 1958 was declined.

It is indicated vide the impugned order and brought forth during the course of the submissions made even now that there is no dispute,

qua the aspect of the relationship of the landlord and the tenant, between the petitioner and the respondents to the eviction petition. The impugned order is assailed on the grounds that there existed no *bona fide* requirements brought forth by the petitioners of the eviction petition to claim the tenanted premises from the respondents on the ground of any *bona fide* need.

The eviction petition is indicated to have been filed by the petitioners seeking the tenanted premises on the grounds that the petitioner No.4 had two sons named Shri Mayank Chauhan and Shri Arjun Chauhan and that Shri Mayank Chauhan was a Chartered Accountant by profession, his wife was a Company Secretary and that son of petitioner No.4 was employed with a firm M/s. A.K.Batra, Chartered Accountants and has resigned from the said job on 06.04.2015 and that the said Mayank Chauhan wanted to start his own practice as a Chartered Accountant. The daughter-in-law of the petitioner No.4 was running her business under the name and style of M/s. A.Gandhi & Associates. Presently, she is operating from the residential house of petitioner No.4. The tenanted premises is required for setting up offices for the son and daughter-in-law of petitioner No.4. The other property that were stated to be under ownership of petitioner No.4 was WZ-64, Khampur, West Patel Nagar, New Delhi, measuring 132 sq. Yards, built upto four floors and the ground and third floor of this property was described to be under the tenancy of the separate tenants.

The first and second floor of this property was stated to be used by the petitioner No.4 and his family for residential purposes and it is

also submitted during the course of the submissions that have been made on behalf of the other petitioners to the present petition that they do not have objection if the tenanted premises is used for setting up offices for son and daughter-in-law of petitioner No.4.

It has been submitted, as already observed hereinabove, that the impugned order has been assailed on the grounds that the eviction petition had not been filed for any *bona fide* need of the son and daughter-in-law of the petitioner No.4 and that there was sufficient alternate accommodation available to the petitioners in the form of the premises which had in fact been let out by the petitioners of the eviction petition at WZ-65, Khampur, West Patel Nagar, New Delhi. The averments in the leave to defend filed by the petitioners hereinabove, vide paragraph 4 of the said leave to defend contended to the effect that the petitioners of the eviction petition had not put forth any information and documents to substantiate their averments of the letting out of the ground and third floor of this property and that the original lease deeds were produced by the respondents to the present petition. It has been submitted on behalf of the petitioners hereinabove that the said Rent Agreements that were relied upon on behalf of the land lords were Rent Agreement dated 27.01.2014, Rent Agreement dated 30.12.2014, Rent Agreement dated 27.01.2016, Rent Agreement dated 12.06.2013, Rent Agreement dated 15.05.2014, Rent Agreement dated 29.06.2016 and that these Rent Agreements which were executed by the petitioners to let out premises other than the tenanted premises before institution of the present eviction petition and let out on 29.06.2016 during the

pendency of the eviction petition, itself negated the *bona fides* of the land lords.

It is essential to observe that the son of petitioner No.4 is indicated to have resigned on 06.04.2015, as already adverted to hereinabove and as observed in the impugned order vide para 2.1. The need apparently in relation to the son of the petitioner No.4 for running his Chartered Accountants practice thus arises only on 06.04.2015. The Rent Agreements dated 30.12.2014, 12.06.2013, 15.05.2014 are thus not at all germane to the contention raised on behalf of the petitioner.

As regards the Rent Agreement dated 27.01.2016 executed between Shree Bhagwan Chauhan, who is arrayed as respondent No.4 to the present petition, with Shri Rajesh Shrestha, the same relates admittedly to ground floor of the premises bearing No.WZ-65, Khampur, West Patel Nagar, New Delhi. As per said Agreement, Shree Bhagwan Chauhan has agreed to let out the ground floor of the said property to Shri Rajesh Shrestha and has also agreed to take the same on a monthly rent of Rs.13,300/- per month excluding water charges and electricity charges as bill/consumption for a period of 11 months with effect from **08.11.2015**. The Rent Agreement dated 29.06.2016 stated to have been executed during the pendency of the eviction petition, relates to the letting out of the entire third floor of the premises bearing No.WZ-65, Khampur, West Patel Nagar, New Delhi. The said tenancy is also indicated to have already commenced from the date **12.04.2016**, i.e. prior to the institution of the eviction petition instituted on the date **23.04.2016**, as per the certified copy of

the eviction petition, placed on page-68 of the present proceedings and thus the same cannot be taken into account. As regards, Rent Agreement dated 27.01.2016 also, the tenancy which is stated to be in relation to the ground floor of the premises WZ-65, Khampur, West Patel Nagar, New Delhi, the tenancy is indicated to have been commenced on **08.11.2015**, which is also prior to the institution of the eviction petition, i.e. on the date **23.04.2016**.

The observations thus, in the impugned order, as shown in subparagraph 7(c)(iii) to the effect that the documents filed by the landlords in relation to the original lease deeds bring forth that the portions were already under the tenancy of the persons to whom they had been let out prior to the institution of the eviction petition cannot be faulted with.

Reliance is placed on behalf of the petitioner on the verdict of this Court in **Deepak Gupta versus Sushma Aggarwal**, 202(2013) DLT 121 to contend that the *bona fides* of the landlords had not been brought forth. It is essential to observe that each case needs to be considered on the facts and circumstances of the case.

As observed hereinabove, the need for tenanted premises in relation to the son of the petitioner No.4 has apparently arisen only after 06.04.2015, as already adverted to hereinabove, after his resignation from his previous job.

Qua the contention raised on behalf of the petitioner that the tenanted premises of which eviction was sought by the landlord and granted vide the impugned order are not suitable for running any consultancy and practise as Chartered Accountant and as a Company Secretary, the same is not the domain of the tenant to direct or dictate the landlord as to in what manner the tenanted premises is to be utilized or which is the suitable form of accommodation for the means of livelihood of the son and daughter-in-law petitioner No.4, arrayed to the eviction petition.

The petition and accompany applications are declined.

ANU MALHOTRA, J

SEPTEMBER 19, 2018

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